

TO: Mayor and Members of City Council

FROM: John McDonough, City Manager

DATE: March 13, 2017 for submission on the March 21, 2017 City Council Meeting agenda

ITEM: Resolution to Authorize the Assignment of Certain Contracts Entered into for the Development and Management of the City Springs Project

Background and Discussion:

Because there has been a transfer by deed ("Transfer") of the development known as "City Springs" ("Project") from the City of Sandy Springs ("City") to the City of Sandy Springs Public Facilities Authority ("Authority"), certain actions should be taken by the City to reflect the Transfer, including assigning to the Authority documents entered into by the City at start-up of the Project. This includes the Contract for Construction between the City and Holder Construction Group, LLC for constructing the Project ("Construction Contract"), the Owner-Architect Agreement between the City and Rosser International, Inc. for architectural services ("Architect Agreement"), and the Master Agreement for Program Management Services with C&A Development, LLC ("Program Management Agreement").

The Construction Contract has already been assigned by the City to the Authority; however, the Architect Agreement and the Program Management Agreement have not been assigned. The Assignment and Assumption of Contracts attached to the resolution at Exhibit A would effectuate the assignment of these agreements from the City to the Authority when executed by both parties.

Recommendation:

The City Manager and the City Attorney recommend approval of the resolution with attached Assignment and Assumption of Contracts.

Attachments:

Resolution with attached Assignment and Assumption of Contracts

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO APPROVE THE ASSIGNMENT OF CERTAIN CONTRACTS
ENTERED INTO FOR THE DEVELOPMENT AND MANAGEMENT OF THE CITY
SPRINGS PROJECT**

WHEREAS, in connection with the development known as "City Springs" ("Project"), the City of Sandy Springs ("City") entered into that certain Owner-Architect Agreement, dated August 5, 2015 ("Architect Agreement") with Rosser International, Inc. for architectural services; and

WHEREAS, in connection with the Project, the City entered into that certain Master Agreement for Program Management Services, effective July 1, 2014 ("Program Management Agreement") with C&A Development, LLC for program management services; and

WHEREAS, the Project has been transferred by deed ("Transfer") from the City to the City of Sandy Springs Public Facilities Authority ("Authority"); and

WHEREAS, the City and the Authority desire to properly reflect the Transfer by taking certain actions to assign documents previously executed and acted on by the City; and

WHEREAS, the City desires to enter into the Assignment and Assumption of Contracts attached hereto, whereby its interest in the Architect Agreement and the Program Management Agreement is assigned to the Authority;

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, AND IT IS RESOLVED BY THE AUTHORITY OF SAID COUNCIL THAT:

1. The Assignment and Assumption of Contracts attached hereto as Exhibit A is hereby approved; and
2. The City Manager and the City Attorney are hereby authorized to make such minor changes and to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the _____ day of March, 2017.

Approved:

Russell K. Paul, Chairman

Attest:

Michael D. Casey, Secretary

(Seal)

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This Assignment and Assumption of Contracts (the "**Assignment**") for Owner-Architect Agreement between the City of Sandy Springs, Georgia and Rosser International, Inc., and Master Agreement for Program Management Services between City of Sandy Springs, Georgia and C&A Development, LLC, is made and entered into as of the _____ day of March, 2017 by and between the City of Sandy Springs, Georgia, a municipal corporation of the State of Georgia ("**Assignor**") and the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia ("**Assignee**").

WHEREAS, Assignor entered into that certain Owner-Architect Agreement, dated August 5, 2015 ("**Architect Agreement**") with **ROSSER INTERNATIONAL, INC.** ("**Rosser**") for architectural services related to the City Springs Project on that certain real property located in Fulton County, Georgia as more particularly set forth on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Assignor entered into that certain Master Agreement for Program Management Services, effective July 1, 2014 ("**Program Management Agreement**") with **C&A DEVELOPMENT, LLC** ("**C&A**") for program management services related to the City Springs Project (the Architect Agreement and the Program Management Agreement are together referenced herein as the "**Contracts**"), on that certain real property located in Fulton County, Georgia as more particularly set forth on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Assignor desires to assign the Contracts to Assignee, and Assignee desires **WHEREAS**, Assignor desires to assign the Contracts to Assignee, and Assignee desires to assume Assignor's rights and obligations thereunder; and

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and the mutual benefits contained in the Contracts and this Assignment, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee hereby agree as follows:

Assignor hereby absolutely and unconditionally grants, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Contracts and hereby gives and confers unto Assignee whatever rights, power and authority Assignor may have under the Contracts.

The Contracts are assigned to Assignee specifically and expressly without recourse and without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Assignor.

Assignee hereby assumes and agrees to be bound by all terms, conditions and obligations of the Agreement and succeeds to all rights and powers in and about the Contracts.

Unless set forth otherwise herein, all capitalized terms shall have the same meaning as set forth in the respective Contracts.

Except as hereby modified, the Agreement shall remain in full force and effect.

In the event of any conflict between the terms, provisions and conditions of this Assignment and the conditions of the Agreement, the terms, provisions and conditions of this Assignment shall control.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the day, month and year first above written.

ASSIGNOR:

CITY OF SANDY SPRINGS, GEORGIA,
a municipal corporation of the State of Georgia

By: _____
Name: Russell K. Paul
Its: Mayor

Attest:

By: _____
Name: Michael Casey
Its: City Clerk

ASSIGNEE:

**CITY OF SANDY SPRINGS PUBLIC FACILITIES
AUTHORITY**, a political subdivision of the State of
Georgia

By: _____
Name: Russell K. Paul
Its: Chairman

Attest:

By: _____
Name: Michael Casey
Its: Secretary

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND bounded on the north by Johnson Ferry Road, on the east by Roswell Road, on the south by Mount Vernon Highway and on the west by Sandy Springs Circle and depicted on the Site Plan attached hereto and Exhibit "B".

